

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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JOSEPH GAROFALO,

PLAINTIFF,

- against -

22-CV-7620 (NM)(VMS)

NEW YORK CITY, New York, and KEECHANT
SEWELL, in her official capacity,

DEFENDANTS.

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**STIPULATION OF SETTLEMENT OF PLAINTIFF'S
CLAIMS FOR ATTORNEYS' FEES AND COSTS**

WHEREAS, on or about December 2, 2022, Joseph Garofalo ("Plaintiff"), through his attorney Amy Bellantoni, Esq., filed a combined special proceeding pursuant to Article 78 of the CPLR and a civil action seeking declaratory, injunctive, and compensatory relief arising from the alleged violation of his constitutional rights, in the Supreme Court of the State of New York, County of Richmond, under Index No. 85250/2022, naming the above-captioned defendants as parties in the action/proceeding; and

WHEREAS, on or about December 15, 2022, Defendants removed this case to the United States District Court for the Eastern District of New York; and

WHEREAS, on or about February 28, 2025, counsel for Defendants served a Rule 68 Offer of Judgment in the amount of Ten Thousand and One Dollars (\$10,001.00), exclusive of attorney's fee, expenses, and costs upon Plaintiff's attorney.

WHEREAS, on March 5, 2025, Plaintiff's attorney accepted the Rule 68 Offer on behalf of her client; and

WHEREAS, the parties and their respective counsel desire to resolve all claims for all fees, costs and expenses related to this matter without further proceedings or motion practice; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. Plaintiff's claims for attorneys' fees, costs and expenses are hereby resolved and withdrawn, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay Plaintiff the sum of Fifteen Thousand Seven Hundred Ninety-Nine Dollars and Zero Cents (\$15,799.00) ("the settlement amount") by mailing one check to Amy Bellantoni, Esq. at 2 Overhill Road, Suite 400, Scarsdale, New York 10583, with the check made payable to "The Bellantoni Law Firm," the law firm representing Plaintiff, in the amount of Fifteen Thousand Seven Hundred Ninety-Nine Dollars and Zero Cents (\$15,799.00), in full and final satisfaction of all monetary claims that were or could have been raised in this action, including claims for costs, expenses, and attorneys' fees.

3. The City of New York shall make payment of the settlement amount referenced in the above paragraph within 90 days of receipt of the execution of the following documents by Plaintiff: (1) a copy of this Stipulation; (2) a signed Release executed by Plaintiff; (3) a release executed by The Bellantoni Law Firm; and (4) a W-9 Request for Taxpayer Identification and Certification Form executed by The Bellantoni Law Firm. The settlement amount set forth in paragraph 2 is subject to and conditioned on delivery of such documents to Defendants' undersigned attorney.

4. In consideration for the relief set forth in paragraphs 1 and 2 above, Plaintiff and his counsel agree to release Defendants, their successors and/or assigns, and all present or former officials, employees, representatives, and/or agents of the City of New York (collectively, the "Released Parties"), from any and all claims, liabilities, and causes of action relating to any claim for attorneys' fees, expenses, or costs.

5. In the event that any taxing authority or a court determines that the payment set forth in paragraph "2" herein made to Plaintiff's counsel by the City of New York is subject to personal income tax, any taxes, interest or penalties owed by Plaintiff, such tax, interest, and/or penalties shall be the sole responsibility of Plaintiff and/or his counsel.

6. This Stipulation, and the settlement it represents, shall not be used by any party, and shall not be admissible in any other proceeding, litigation or settlement negotiation, except in an action or proceeding to enforce the terms of this Stipulation.

7. Plaintiff makes no claim of or for vicarious liability against any other party, whether named or unnamed, for any acts or omissions of the Defendants or their related entities, agents, servants, faculty, and employees alleged in the Complaint. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

8. This Stipulation contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

9. The parties have reviewed and revised this Stipulation, and any rule of construction, by which any ambiguities are to be resolved against the drafting party, shall not be applied in the interpretation of this Stipulation.

10. This Stipulation may be executed in counterparts, and scanned and/or facsimile signatures by the undersigned shall be deemed valid for all purposes.

Dated: May 8, 2025
New York, New York

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